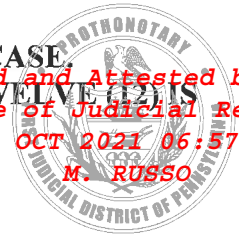


Exhibit “A”

LIPSCHUTZ & FRIEDMAN
BY: STEVEN M. LIPSCHUTZ, ESQUIRE
Attorney I.D. No.: 04072
1800 John F. Kennedy Boulevard
11th Floor
Philadelphia, PA 19103
(267) 256-0660

THIS IS A MAJOR CASE
JURY TRIAL OF TWELVE JUDGES
REQUESTED

*Filed and Attested by the
Office of Judicial Records
08 OCT 2021 06:57 am
M. RUSSO*



NICOLE WEBB :
11016 FERNDAL STREET :
PHILADELPHIA, PA 19116 :
And :
JASON WEBB :
11016 FERNDAL STREET :
PHILADELPHIA, PA 19116 :
:
Vs. :
:
FITNESS HOLDINGS NORTHEAST, LLC :
a/k/a and/or t/a and/or d/b/a CRUNCH :
FITNESS :
1336 BRISTOL PIKE :
BENSALEM, PA 19020 :

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2021

NO.

PREMISES LIABILITY - PERSONAL INJURY
CIVIL ACTION - COMPLAINT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL AND
INFORMATION SERVICE
1101 Market Street
Philadelphia, Pennsylvania 19107
Telephone: (215) 238-6333

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentarr una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se fefiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS
DEFILADELFIA
SERVICIO DE REFERENCIA E
INFORMACION LEGAL
1101 Market Street
Filadelfia, Pennsylvania 19107
Telefono: (215) 238-6333

LIPSCHUTZ & FRIEDMAN
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11th Floor
Philadelphia, PA 19103
(267) 256-0660

THIS IS A MAJOR CASE.
JURY TRIAL OF TWELVE (12) IS
REQUESTED

NICOLE WEBB
11016 FERNDAL STREET
PHILADELPHIA, PA 19116

And

JASON WEBB
11016 FERNDAL STREET
PHILADELPHIA, PA 19116

Vs.

FITNESS HOLDINGS NORTHEAST, LLC:
a/k/a and/or t/a and/or d/b/a CRUNCH
FITNESS
1336 BRISTOL PIKE
BENSALEM, PA 19020

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2021

NO.

PREMISES LIABILITY - PERSONAL INJURY
COMPLAINT IN CIVIL ACTION

Plaintiffs, NICOLE WEBB and JASON WEBB, husband, and wife, claims of Defendant, FITNESS HOLDINGS NORTHEAST, LLC a/k/a and/or t/a and/or d/b/a CRUNCH FITNESS, in a sum in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of interest and costs, damages for delay and attorneys' fees, and in support thereof, avers as follows:

1. Plaintiff, NICOLE WEBB, is an adult individual who resides at 11016 Ferndale Street, Philadelphia, PA 19116.
2. Plaintiff, JASON WEBB, is an adult individual residing at 11016 Ferndale Street, Philadelphia, PA 19116. Plaintiff Jason Webb is the husband of Plaintiff, Nicole Webb.
3. Defendant, FITNESS HOLDINGS NORTHEAST, LLC a/k/a and/or t/a and/or d/b/a

CRUNCH FITNESS, is a business corporation, duly organized and existing by the virtue of the laws of the state of New York who regularly conducts business in the city and county of Philadelphia which can be served at 1336 Bristol Road, Bensalem, PA 19020. At all times material hereto, Defendant, Fitness Holdings Northeast, LLC a/k/a and/or t/a and/or d/b/a Crunch Fitness owned, rented, leased, operated, controlled, inspected, managed and/or was responsible for the maintenance and repair of the property and/or exercise equipment, specifically the treadmills on the property located at the Crunch Fitness gym located at 1336 Bristol Road, Bensalem, PA 19020.

4. At all times relevant hereto, Defendant acted by their agents, servants, workmen and/or employees, acting on their master's business, and within the course and scope of their employment.

5. On February 8, 2020, Plaintiff was exercising at the Crunch Fitness located at 1336 Bristol Road in the City of Bensalem and County of Bucks, Commonwealth of Pennsylvania, while exercising due care and caution for her own safety Plaintiff was stepping off the treadmill when suddenly and without warning the treadmill belt started to move causing Plaintiff to fall and sustain personal injuries and damages, the details of which are more specifically set forth below.

6. Plaintiff avers that it was the duty of the Defendant to provide a safe means of passage of their property and or use of the exercise equipment, specifically the treadmill, so as not to cause harm and/or injury to its business invitees.

7. Plaintiff avers that it was the duty of the Defendant, to manage, control, inspect, maintain, and repair their aforesaid property and/or exercise equipment in a safe condition for their intended use and free from all defects and/or conditions which the Defendant knew or

should have known existed and which would render the aforesaid property and/or exercise equipment dangerous and unsafe, or which would create an unreasonable risk of harm to its business invitees.

8. Plaintiff further avers that it was the duty of the Defendant to exercise reasonable care to protect business invitees of the aforesaid property and/or exercise equipment from harm caused by dangerous and/or defective conditions of which the Defendant knew or should have known existed by inspection of the aforesaid property and/or exercise equipment or by other affirmative acts.

9. Plaintiff avers that her injuries were caused by the negligence and carelessness of the Defendant independently and/or by their agents, servants, workmen and/or employees in that they:

- a) failed to exercise reasonable care to protect business invitees of the property and/or exercise equipment, by adequately supervising and/or inspecting the property and/or exercise equipment to avoid reasonably foreseeable risks of harm;
- b) failed to provide a safe means of ingress and egress through the property for its business invitees;
- c) failed to warn business invitees of the dangerous conditions of the property and/or exercise equipment the Defendant knew or should have known existed;
- d) permitted the property and/or exercise equipment to fall into and remain in a dangerous and/or defective condition;
- e) failed to personally inspect the property and/or exercise equipment or to request and supervise periodic inspections of the property and/or exercise equipment by their agents, servants, workmen and/or employees;
- f) failed to correct/repair the dangerous and/or defective conditions, creating a reasonably foreseeable risk of harm to business invitees;
- g) failed to adequately warn business invitees of a dangerous and/or defective condition of which one or more and/or all of the Defendant knew or

should have known existed;

- h) violated the various ordinances of the County of Bucks, and statutes of the Commonwealth of Pennsylvania regarding the maintenance of the aforementioned property;
- i) was otherwise negligent and careless under the circumstances; and
- j) such other actions and/or omissions by the Defendant constituting negligence which may be ascertained during the course of discovery or at the trial of this case.

10. The aforesaid acts of negligence, carelessness, and/or recklessness on the part of the Defendant was the proximate cause of the injuries sustained by Plaintiff and such injuries were due in no way by any act or failure to act on the part of the Plaintiff.

COUNT I
NICOLE WEBB VS. FITNESS HOLDINGS NORTHEAST, LLC
a/k/a and/or t/a and/or d/b/a CRUNCH FITNESS

11. Plaintiff hereby incorporates the allegations of paragraphs one through ten (1-10) of aforesaid as fully set forth herein at length.

12. As a result of the Defendant's negligence and the accident caused thereby, Plaintiff sustained severe injuries to her left ankle, right knee, right leg, neck, back, body, limbs and internal organs, more particularly she sustained a C3-4 annular tear with herniation indents in the ventral thecal sac, C4-5 broad based disc herniation, C5-6 broad based disc herniation with super imposed bulge , moderate to severe bilateral foraminal stenosis, C6-7 disc bulge, cervical radiculopathy, straightening of the normal cervical lordosis compatible with muscle spasm; left ankle sprain/strain, right knee contusion, swelling of the lateral malleolus; as well as various other injuries and aggravation to pre-existing conditions, causing her to endure great pain and suffering; she has been required to submit to extensive amounts of physical therapy and/or chiropractic care; she sustained further injuries to the bones, muscles, nerves, tissues and

ligaments of her body, the full extent of which has yet to be determined, as well as various other injuries and injury to her nerves and nervous system, including but not limited to anxiety reaction and post-traumatic syndrome; she has been required to expend various sums of money for medicine and medical attention and to lose time from her usual duties, all of which are permanent in nature and may extend for an indefinite time into the future.

13. As a further result of the foregoing, the Plaintiff has been obliged to receive and undergo medical attention and care and to incur various expenses for the same, and she may be obliged to continue to undergo such medical care and to incur such medical expenses for an indefinite time in the future.

14. As a further result of the foregoing, the Plaintiff has been prevented from and hindered in performing her customary activities, and she has been unable to enjoy the pleasures of life, all of which may continue for an indefinite time in the future.

15. As a further result of the foregoing, Plaintiff has been prevented from and hindered in performing her usual duties and occupations, thereby impairing her earning capacity, which impairment may be permanent, all to her great financial damage and loss.

16. As a further result of the foregoing, the Plaintiff has incurred various incidental expenses and she may continue to incur such expenses for an indefinite time in the future.

WHEREFORE, Plaintiff, NICOLE WEBB, demands judgment against the Defendant, FITNESS HOLDINGS NORTHEAST, LLC a/k/a and/or t/a and/or d/b/a CRUNCH FITNESS, in an amount in excess of Fifty Thousand Dollars, (\$50,000.00), exclusive of interest, cost, attorney fees and damages for delay.

COUNT II
JASON WEBB VS. FITNESS HOLDINGS NORTHEAST, LLC
a/k/a and/or t/a and/or d/b/a CRUNCH FITNESS
(Consortium Claim)

17. Plaintiff hereby incorporates the allegations of paragraphs one through sixteen (1-16) aforesaid as fully as though said allegations are set forth herein at length.

18. As a further result of the aforesaid negligence and carelessness of the Defendant, husband Plaintiff, Jason Webb, has suffered a loss of assistance, companionship, affection, society and consortium of his wife, Plaintiff Nicole Webb.

19. As a result of the injuries to his wife, husband Plaintiff has been and/or may be compelled to expend monies for medical aid, medicines, hired nursing and/or household help, and has been and/or may suffer from his wife's loss of earnings and/or earning capacity.

20. As a result of the negligence of the Defendant and the accident caused thereby, Plaintiff Jason Webb, has incurred medical expenses in the treatment of his wife's injuries.

WHEREFORE, Plaintiff, JASON WEBB, demands judgment against the Defendant, FITNESS HOLDINGS NORTHEAST, LLC a/k/a and/or t/a and/or d/b/a CRUNCH FITNESS, in an amount in excess of Fifty Thousand dollars, (\$50,000.00), exclusive of interest, cost, attorney fees and damages for delay.

LIPSCHUTZ AND FRIEDMAN

BY: 

STEVEN M. LIPSCHUTZ, ESQUIRE
Attorney for Plaintiffs

VERIFICATION

Nicole Webb, hereby verifies that he/she is the plaintiff in the foregoing matter, duly authorized to take this verification and contends that the statement contained in the foregoing pleading are true and correct and to the best of his/her knowledge, information and belief.

The undersigned understands that said statements are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

x Nicole Webb

DATED: _____